

FEB 11 1991

BOOK 16395 PG 274

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EXHIBIT P

RECORDED AT REQUEST OF

~~ATTORNEY~~

Recording requested by:

Howard K. Hatayama, Regional Administrator

When recorded mail to:

Howard K. Hatayama, Regional Administrator  
Department of Health Services  
Toxic Substances Control Program  
Region 2  
700 Heinz Street #300  
Berkeley, CA 94710  
ATTN: Site Mitigation Branch

FEB 11 1991

AT 1 O'CLOCK P. M.  
CONTRA COSTA COUNTY RECORDS  
STEPHEN L. WEIR  
COUNTY RECORDER  
FEE:

1700 pd

DECLARATION OF RESTRICTIONS

THIS DECLARATION is made and entered into as of the  
10th day of March, 1988, by BURMAH-CASTROL INC., a  
New Jersey corporation ("BCI").

WHEREAS, BCI is the owner and operator of certain  
industrial real property located in the City of Richmond, County  
of Contra Costa, State of California, more particularly described  
in Exhibit A attached hereto and made a part hereof (the  
"Property");

WHEREAS, certain subsurface portions of the Property  
appear to contain non-migrating contaminants as more particularly  
set forth in the report dated as of November 29, 1984, entitled  
"Ground Water Protection Study and Remedial Action Plan Burmah-  
Castrol Plant, Richmond, California" (the "Report"), which Report  
was prepared by Weiss Associates and heretofore filed with the  
State of California Department of Health Services ("DOHS") and the  
California Regional Water Quality Control Board - San Francisco  
Bay Region ("RWQCB"); and

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WHEREAS, in connection with certain other remedial action to be taken to the Property by BCI to reduce the level of certain contaminants (the plan for which remedial action has heretofore been approved by DOHS and RWQCB), BCI has agreed with DOHS voluntarily to impose certain restrictions as are set forth herein on the future development of such portion of the Property as falls within both a 50-foot radius of the center of test well BC-1 and a 50-foot radius of the center of test well BC-14, as such test wells are labeled in the Report and are shown on the drawing which is attached hereto and made a part hereof (with the respective circular areas falling within the respective radii of such test wells being hereinafter referred to as the "Restricted Area").

NOW, THEREFORE, BCI hereby covenants, agrees and declares that such portion of the Property as falls within the Restricted Area shall be held, conveyed, leased, used, occupied, sold and improved by BCI and its respective successors and assigns, subject to the following covenants and restrictions:

1. Except with the prior approval of DOHS, no office buildings or other enclosed structures designed for human habitation shall be hereafter constructed over any portion of the Property which falls within either such Restricted Area.
2. Any dirt excavated from any portion of the Property falling within either such Restricted Area shall, without regard to whether or not the same may in fact constitute hazardous waste, nevertheless be

disposed of as a "hazardous waste" pursuant to the applicable regulations then prescribed by DOHS and RWQCB, unless DOHS and RWQCB otherwise then agree to a different manner of disposal or treatment.

3. Any dirt excavated from any portion of the Restricted Area shall be analyzed for volatile organics prior to formal disposition. If volatile organics are detected, DOHS and RWQCB shall be contacted to determine its final disposition; and

BCI FURTHER COVENANTS, agrees and declares that the entire Property shall be held, conveyed, leased, used, occupied, sold and improved by BCI and its respective successors and assigns, subject to the following additional covenant and restriction that except with the prior approval of DOHS and RWQCB, no hospital for humans, no school for persons under 21 years of age, nor any day care center for children shall be hereafter constructed over any portion of the Property.

BCI agrees that the restrictions set forth in this Declaration shall "run with the land", shall burden the portion of the Property falling within either such Restricted Area or the entire Property as indicated above, and shall be binding upon BCI and its respective successors and assigns as to the ownership of the Property.

Upon the transfer of ownership of the Property, BCI, or such successor or assign of BCI as may be then transferring ownership of the Property, shall automatically be relieved of any personal liability for any subsequent breach by any owner or other

occupant or user of the Property of any of the covenants and restrictions set forth herein.

The covenants and restrictions set forth herein are for the sole benefit of DOHS and may be enforced by it, but are not for the benefit of and may not be enforced by any other party. The restrictions and covenants set forth herein may be amended or terminated at any time by the agreement of BCI and DOHS.

IN WITNESS WHEREOF, this Declaration was executed as of  
the date and year first stated above.

BURMAH-CASTROL INC.,

a New Jersey Corporation

By Robert A. Mason  
Robert A. Mason  
Its Vice President of Manufacturing  
And Engineering

STATE OF New Jersey )  
COUNTY OF Passaic ) SS.

On this 10th day of March, 1988, before me, George E. Goodrich  
the undersigned Notary Public, personally appeared Robert A. Mason  
(personally known to me/proved to me on the  
basis of satisfactory evidence) to be the person(s) who executed  
the within instrument as Vice President of Manufacturing & Engineering  
on behalf of BURMAH-CASTROL INC. therein named, and acknowledged  
to me that said corporation executed it. WITNESS my hand and  
official seal.

George E. Goodrich  
Notary's Signature

GEORGE E. GOODRICH  
Notary Public of New Jersey  
My Comm. Exp. Oct. 28, 1989

## DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, CITY OF RICHMOND, DESCRIBED AS FOLLOWS:

## PARCEL 1:

PORTION OF "PARCEL NO. 1", AS DESIGNATED ON THE MAP ENTITLED "MAP OF THE HARBOR TRACT, RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON FEBRUARY 28, 1933 IN BOOK 21 OF MAPS, AT PAGE 619, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY TERMINUS OF THE COURSE DESIGNATED AS "N 80° 10' 50" E 464.950" FEET IN THE NORTHEASTERLY LINE OF SAID "PARCEL NO. 1", AS DESIGNATED ON SAID MAP OF HARBOR TRACT (21 M 619); THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINE OF SAID "PARCEL NO. 1", NORTH 89° 10' 50" EAST, 464.95 FEET AND SOUTH 50° 59' 30" EAST, 135 FEET; THENCE SOUTH 39° 00' 30" WEST, 55.47 FEET TO THE NORTH LINE OF THE 1.7492 ACRE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY TO THE CALIFORNIA, ARIZONA AND SANTA FE RAILWAY COMPANY, RECORDED MARCH 6, 1951 IN BOOK 1726 OF OFFICIAL RECORDS, AT PAGE 510, THENCE ALONG SAID NORTH LINE AS FOLLOWS: WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 419.78 FEET THE CENTER OF WHICH BEARS SOUTH 16° 48' 32" WEST, AN ARC DISTANCE OF 112.55 FEET; WESTERLY ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT WITH A RADIUS OF 425.35 FEET, THE CENTER OF WHICH BEARS SOUTH 1° 18' 50" WEST, AN ARC DISTANCE OF 82.55 FEET; SOUTH 80° 10' 50" WEST, TANGENT TO THE LAST CURVE, 219.62 FEET AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 385.35 FEET, TANGENT TO THE LAST COURSE, AN ARC DISTANCE OF 132.21 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 9° 50' 20" EAST; THENCE NORTH 9° 50' 20" EAST, 75.91 FEET TO THE POINT OF BEGINNING.

## EXCEPTING THEREFROM:

ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN ONE HUNDRED (100) FEET BELOW THE SURFACE OF SAID LAND; PROVIDED THAT GRANTOR, HIS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS, OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS OF SLANT-DRILLED WELLS LOCATED ON ADJACENT OR NEARBY LAND, OR BY ANY OTHER MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID LAND; AS RESERVED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION TO BRAY CHEMICAL COMPANY, A CALIFORNIA CORPORATION RECORDED FEBRUARY 24, 1956, IN BOOK 2713, PAGE 237, OFFICIAL RECORDS.

## PARCEL 2:

"PARCEL B" AS SHOWN ON THAT CERTAIN PARCEL MAP FILED OCTOBER 26, 1931 IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, CALIFORNIA, IN BOOK 98 OF PARCEL MAPS, AT PAGE 5.

## EXCEPTING THEREFROM:

ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN ONE HUNDRED (100) FEET BELOW THE SURFACE OF SAID LAND, PROVIDED THAT GRANTOR, HIS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS, OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS OF SLANT-DRILLED WELLS LOCATED ON ADJACENT OR NEARBY LAND, OR BY ANY OTHER MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID LAND; AS RESERVED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION TO BRAY CHEMICAL COMPANY, A CALIFORNIA CORPORATION RECORDED FEBRUARY 24, 1956, IN BOOK 2713, PAGE 237, OFFICIAL RECORDS.

END OF DOCUMENT